

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

BMG RIGHTS MANAGEMENT (US),	)	
LLC,	)	Case No. 15-CV-3615 (ER)
	)	
Plaintiff,	)	
	)	
- against-	)	
	)	
MODULAR RECORDINGS PTY	)	
LIMITED, an Australian Proprietary	)	
Company, Limited By Shares;	)	
STEVE PAVLOVIC, an Individual;	)	
UNIVERSAL MUSIC GROUP, INC.,	)	
A Delaware Corporation; UNIVERSAL	)	<b>COMPLAINT FOR DAMAGES;</b>
GROUP PTY, an Australian	)	<b><u>DEMAND FOR JURY TRIAL</u></b>
Proprietary Company, Limited By	)	
Shares; UNIVERSAL MUSIC	)	
AUSTRALIA PTY, an Australian	)	
Proprietary Company, Limited By	)	
Shares, and DOES 1-10,	)	
	)	
Defendants.	)	

Plaintiff BMG RIGHTS MANAGEMENT (US), LLC (“Plaintiff” or “BMG”) files this Complaint against defendants MODULAR RECORDINGS PTY LIMITED, STEVE PAVLOVIC, UNIVERSAL MUSIC AUSTRALIA, and UNIVERSAL MUSIC GROUP (“Defendants”) to secure damages and injunctive and declaratory relief. Specifically, BMG claims and alleges as follows:

**I.**  
**SUMMARY OF THE CASE**

This Complaint seeks legal and injunctive relief for copyright infringement and related claims arising out of Defendants’ unauthorized use of Plaintiff’s copyright interest in certain

musical compositions (the “Musical Compositions”) written by Kevin Parker and Jay Watson (collectively p/k/a “Tame Impala”). These Musical Compositions are embodied on the albums entitled “Innerspeaker,” “Lonerism” and “Tame Impala EP” (the “Albums”). Each of the Albums has been, and absent an Order from this Court, will continue to be manufactured, sold and/or distributed by the Defendants.

## II. JURISDICTION AND VENUE

1. This Complaint is filed, and this action instituted, under §101, *et seq.*, of the Copyright Act to recover the damages caused by, and to secure injunctive and declaratory relief against, the above-named Defendants for their past and continuing violations of 17 U.S.C. §101, *et seq.* and common law unfair competition laws, as alleged herein.

2. This Court has original and exclusive jurisdiction over the subject matter of this action under the Copyright Act 17 U.S.C. §§ 411 and 501. Pursuant to 28 U.S.C. §1367, the Court has supplemental jurisdiction over the substantially related state law fraud, breach of contract and unfair competition claims that form part of the same case or controversy.

3. Venue is proper in this District because: (1) Defendants transact business on a systematic and continuous basis within this District, and may be found here within the meaning of 28 U.S.C. §1391(b)-(c) §1400; (2) many of the infringing and unlawful acts were performed and occurred within this District; and (3) this is a judicial district in which the Defendants reside and/or or may be found.

**III.**  
**THE PARTIES**

4. Plaintiff BMG Rights Management (US), LLC is a Delaware company, with its principal place of business at 1745 Broadway, New York, NY 10019.

5. BMG is engaged in the business of acquiring, owning, publishing, administering, licensing, and/or otherwise exploiting copyrights in musical compositions. Plaintiff invests substantial sums of money, as well as time, effort and creative talent to acquire, administer, publish, license and otherwise exploit such copyrights, on their own behalf and/or on behalf of songwriters and musicians.

6. BMG is the copyright owner, or owner of exclusive rights, under the United States copyright law with respect to the Musical Compositions contained on the Albums, a complete list of which is collectively set forth on Exhibit A to this Complaint. BMG has submitted applications for registration of the Musical Compositions to the United States Copyright Office.

7. Plaintiff is informed and believes, and thereon alleges, that Defendant Modular Recordings Pty Limited (“Modular”) is an Australian Proprietary Company, Limited By Shares, with its principal place of business in Sydney, Australia. Plaintiff is further informed and believes, and thereon alleges that Modular maintains several offices around the world, including one in the State of New York, within the jurisdiction of this Court.

8. Plaintiff is informed and believes and thereon alleges that Defendant Steve Pavlovic (“Pavlovic”) is an individual whose principal residence is in Sydney, Australia. Upon information and belief, Pavlovic is the chief executive officer of Modular and exercises

domination over that company. Upon information and belief, Pavlovic directs and controls Modular's infringing activities, and profits therefrom. Upon further information and belief, Pavlovic regularly conducts business in the State of New York, and is a co-owner of Defendant Modular.

9. Plaintiff is informed and believes, and thereon alleges, that Defendant Universal Music Australia ("UMA") is an Australian Proprietary Company, Limited By Shares, with its principal place of business in Sydney, Australia. Upon information and belief, UMA is a co-owner of Modular and exercises domination over that company. Upon further information and belief, UMA directs and controls Modular's infringing activities and profits therefrom. Upon further information and belief, UMA is a division of Defendant Universal Music Group, and maintains an office in the State of New York, within the jurisdiction of this Court.

10. Plaintiff is informed and believes and thereon alleges that Defendant Universal Music Group ("UMG") is a Delaware corporation with its principal place of business in Santa Monica, California. Upon information and belief, UMG has released and continues to release the Musical Compositions as embodied on the Albums or otherwise. Upon further information and belief, UMG controls Modular's infringing activities and/or profits therefrom. Upon further information and belief, UMG maintains an office in the State of New York, within the jurisdiction of this Court.

11. Plaintiff does not know the true names of Defendants designated as Does 1 through 10, inclusive, and therefore sues them by said fictitious names. Plaintiff is informed and believes that said fictitiously named Defendants are responsible in some manner for Plaintiff's damage herein, and will amend this Complaint to allege their true names when ascertained. Plaintiff is informed and believes, and thereon alleges that, in doing the acts

herein alleged, each defendant was the agent, employee, co-conspirator and/or attorney for each co-defendant, and each was acting within the scope of said agency and/or employment. Collectively, Does 1 through 10, Modular, Pavlovic, UMA and UMG are sometimes referred to herein as the “Defendants.”

12. Plaintiff is informed and believes, and thereon alleges, that the individual Defendants exercised such control and dominion over their co-Defendants so as to make each the alter ego and instrumentality of the others. As a result, any protection otherwise afforded to the officers, directors, owners, agents or employees of an Australian Proprietary Company or a U.S. corporation should be disregarded, and each such company or corporate Defendant should be rendered by this Court the mere instrumentality and/or alter ego of their co-Defendants.

#### IV. **FACTUAL BACKGROUND**

13. BMG owns, administers and/or otherwise controls the Musical Compositions. In or about March 2014, BMG entered into six separate mechanical license agreements with Modular pursuant to which BMG granted Modular a non-exclusive license to make and distribute the Musical Compositions pursuant to Section 115(c)(2) of the Copyright Act. True and correct copies of those six mechanical license agreements (collectively, the “Agreements”) are attached hereto as Exhibit B.

14. Pursuant to Paragraph 1 of the Agreements, within forty-five days “after the end of each calendar quarter,” Modular was required to “account to [BMG] in detail for the number of phonorecords [containing the Musical Compositions that Modular had] made and distributed during said quarter, and. . . [to] pay [BMG] the royalties due [from such sales] at the same time.”

15. Pursuant to Paragraph 6 of the Agreements, Modular was required to permit BMG “to inspect, at [Modular’s] place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of phonorecords pursuant to [those Agreements].”

16. Pursuant to Paragraph 7 of the Agreements, “In the event [Modular] fail[ed] to account and/or pay royalties to [BMG] as herein provided for, [BMG could] give written notice . . . that, unless the default [was] remedied within thirty (30) days from the date of such notice, this license shall terminate without further notice.”

17. Further, under that same Paragraph 7, “Such termination shall render either the making or the distribution, or both, of all phonorecords for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act.”

18. Pursuant to Paragraph 10 of the Agreements, “In the event [BMG is] required to institute any legal proceedings against [Modular] in connection with this license, in addition to any damages awarded us, [BMG] shall be entitled to our reasonable, actual outside attorneys’ fees. . . .”

19. Pursuant to Paragraph 15 of the Agreements, Modular further agreed “that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one [percent] (1%) per month from the date due if not paid within thirty (30) days after the date due and payable.”

20. Pursuant to Paragraph 17 of the Agreements, “The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law [*sic*]

of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.”

21. Despite the obligations set forth in the Agreements, Modular has failed and/or refused to account to BMG for its sale and distribution of the Musical Compositions since the inception of the Agreements, and has likewise failed and/or refused to pay royalties due to BMG in connection with the same.

22. Plaintiff is informed and believes, and thereon alleges, at the time Defendants entered into the Agreements, they lacked the ability and/or the intention to comply with their accounting and payment obligations as set forth therein. Plaintiff is further informed and believes, and thereon alleges, that at the time Defendants entered into the Agreements, they knew or should have known they lacked the ability and/or the intention to comply with such obligations.

23. On or about February 11, 2015, BMG sent Modular a notice of breach. A true and correct copy of that notice is attached hereto as Exhibit C. That notice provides in relevant part that “despite repeated efforts – certain Albums are being distributed by Modular . . . and Modular’s various licensees throughout the United States, its territories and possessions for which [BMG has] not received proper statements of account and/or proper payments of mechanical royalties. . . . Modular has failed to tender statements of account and accompanying payments of mechanical royalties on a regular or systematic basis in material breach of the applicable mechanical licenses.” That notice further demanded that “Modular immediately cease, desist, and refrain from any further violation of BMG’s . . . rights . . . in and to the Compositions. . . .”

24. Notwithstanding BMG's above-quoted notice of breach, Defendants have failed to account and/or pay royalties to BMG as required by the Agreements, such that those Agreements have now terminated due to Modular's uncured breach. Notwithstanding the foregoing, however, Defendants have continued to distribute the Albums containing the Musical Compositions throughout the United States either directly or through their licensees in violation of 17 U.S.C. § 101 et. seq.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants directly or indirectly (by and through their various licensees) have engaged in the above-described conduct with the actual and specific knowledge of their infringement.

V.  
**FIRST CLAIM FOR RELIEF**

(Copyright Infringement Against Modular, Pavlovic and UMA)

26. Plaintiff incorporates paragraphs 1 through 25 herein, as if fully set forth here.

27. BMG owns all applicable rights and privileges in and to Musical Compositions, and has complied in all material respects with all laws governing those works for purposes of bringing this lawsuit.

28. In or March 2014, BMG and Modular entered into the Agreements, pursuant to which Modular obtained non-exclusive mechanical licenses in and to the Musical Compositions in exchange for its promised payment of licensee fees and compliance with various accounting obligations.

29. Notwithstanding those promises and obligations, Defendants failed to account to or to pay BMG for the Musical Compositions they manufactured, sold and /or distributed. Plaintiff is informed and believes, and thereon alleges, that notwithstanding the foregoing,



Defendants (individually and through their licensees) have continued to manufacture, sell and/or otherwise distribute the Musical Compositions either coupled with the Albums or otherwise.

30. Defendants' continued manufacturing, sale and/or distribution of the Musical Compositions is without license and/or authorization from BMG and constitutes copyright infringement pursuant to 17 U.S.C. § 501 et. seq. Upon information and belief, Defendants' infringement has been, and continues to be, done knowingly, intentionally, deliberately, and willfully.

31. Based on the foregoing, BMG seeks damages, fees and costs in an amount subject to proof at trial pursuant to 17 U.S.C. §504, which amount is currently estimated to equal or exceed \$450,000.00.

32. In addition to the foregoing, Plaintiff is informed and believes, and thereon alleges, that Defendants' infringing conduct has caused substantial and irreparable injury and damage in an amount that Plaintiff is not capable of determining, and which will continue to cause irreparable injury unless restrained, thus leaving Plaintiff with no adequate remedy at law. BMG accordingly also requests injunctive relief pursuant to 17 U.S.C. §502.

**VI.**  
**SECOND CLAIM FOR RELIEF**

(Copyright Infringement Against UMG)

33. Plaintiff incorporates paragraphs 1 through 32 herein, as if fully set forth here.

34. BMG is informed and believes, and thereon alleges, that Defendant UMG is selling and/or distributing the Musical Compositions as embodied in the Albums or otherwise throughout the United States and its territories.

35. BMG is further informed and believes, and thereon alleges, that Defendant UMG has continued to sell and/or otherwise distribute the Musical Compositions following Modular's failure to comply with BMG's notice of breach. Plaintiff therefore is informed and believes, and thereon alleges, that UMG's continued sale and/or distribution of those Musical Compositions is without license and/or authorization, and therefore constitutes copyright infringement pursuant to 17 U.S.C. § 501 et. seq. Upon information and belief, UMG's infringement has been, and continues to be, done knowingly, intentionally, deliberately, and willfully.

36. Based on the foregoing, BMG seeks damages, fees and costs in an amount subject to proof at trial pursuant to 17 U.S.C. § 504, which amount is currently estimated to equal or exceed \$450,000.00.

37. In addition to the foregoing, Plaintiff is informed and believes, and thereon alleges, that Defendant's infringement is causing, substantial and irreparable injury, thus leaving Plaintiff with no adequate remedy at law. BMG accordingly also requests injunctive relief pursuant to 17 U.S.C. § 502.

## **VII.**

### **THIRD CLAIM FOR RELIEF**

(Contributory Copyright Infringement Against All Defendants)

38. Plaintiff incorporates paragraphs 1 through 37 herein, as if fully set forth.

39. The Musical Compositions are directly infringed each time Defendants' licensees manufacture, sell and/or distribute them as embodied in the Albums or otherwise.

40. Upon information and belief, Defendants know of their licensee's infringing activity, and have induced, caused and/or materially contributed to that activity by, among other

things, providing copies of the Albums to their licensees, and/or otherwise supplying their licensees with the means of selling and/or distributing the Musical Compositions to end users.

41. Plaintiff is further informed and believes, and thereon alleges, that Defendants had the right and the ability to supervise the infringing activity by Defendants' licensees in that, among other things, Defendants may terminate their licensees' ability to sell the Musical Compositions as embodied on the Albums or otherwise. Upon information and belief, Defendants obtained a financial benefit from their licensees' sale and distribution of the Musical Compositions in that, among other things, Defendants received fees and revenue from their licensees' sale and distribution of the same.

42. Upon information and belief, Defendants have refused to terminate their licensee's right to sell and/or distribution of the Musical Compositions notwithstanding Defendants' breach of the Agreements, and in failing prohibit such post-breach sales and/or distribution, have materially contributed to their licensees' infringement of the Musical Compositions.

43. Upon information and belief, Defendants' contributory and vicarious infringement has been, and continues to be knowing, intentional, deliberate, and willful. Based on this, BMG seeks fees and costs in an amount subject to proof at trial pursuant to 17 U.S.C. §504, which amount is currently estimated to equal or exceed \$450,000.00.

44. In addition to the foregoing, Defendants' secondary-infringement has caused substantial and irreparable harm to BMG, and will continue to cause such injury unless restrained, thus leaving Plaintiff with no adequate remedy at law. BMG accordingly also requests injunctive relief pursuant to 17 U.S.C. §502.

**VIII.**  
**FOURTH CLAIM FOR RELIEF**

(Breach of Contract Against Modular)

45. Plaintiff incorporates paragraphs 1 through 44 herein above and each allegation therein as if fully set forth herein.

46. As set forth in the Agreements, BMG granted Modular a right to make and distribute phonorecords containing the Musical Compositions in exchange for Modular's promise to account for and pay royalties on those works following the end of each calendar quarter. Modular breached the Agreements by failing to comply with these obligations, and furthermore failed to cure that breach when BMG notified Modular in writing of the same on or about February 11, 2015.

47. BMG has performed all of its obligations under the Agreements other than those for which performance was excused due to Modular's breach. BMG has been harmed as a direct and proximate result of Modular's conduct as set forth above and based thereon has suffered damages in an amount subject to proof at trial, but currently estimated to equal or exceed \$450,000.

**IX.**  
**FIFTH CLAIM FOR RELIEF**

(Fraud - Fraudulent Inducement Against Modular)

48. Plaintiff incorporates paragraphs 1 through 47 herein above and each allegation therein as if fully set forth herein.

49. When entering into the Agreements, Modular, by and through its agents, affirmatively represented to BMG that Modular would account to and pay BMG for all

phonorecords containing the Musical Compositions that Modular and its licensees made, sold and/or distributed during the prior calendar quarter.

50. The foregoing representations by Modular were material in that BMG would not have entered into the Agreements absent Modular's affirmative representation that it had the capacity to, and would, account to and pay BMG as set forth above. Moreover, Modular's representations were knowingly false and/or made without a reasonable basis for believing them to be true. In truth, Modular lacked the ability, financially or otherwise, to comply with its accounting and payment obligations, and yet failed to inform BMG of this when entering into the Agreements.

51. BMG reasonably and justifiably relied on the Modular's misrepresentation or omission of fact, and indeed it was precisely such misrepresentation or omission of fact that induced Plaintiff to enter into the Agreements.

52. Plaintiff is informed and believes, and thereon alleges, that Modular knew or should have known that its misrepresentation or omission of fact were false. Modular nonetheless intended to induce BMG's reliance on such misrepresentation or omission of fact.

53. As a result of BMG's reliance on Modular's misrepresentation or omission of fact, BMG has been injured in an amount subject to proof at trial, but currently estimated to equal or exceed \$450,000.

**X.**  
**SIXTH CLAIM FOR RELIEF**

(Common Law Unfair Competition Against All Defendants)

54. Plaintiff incorporates paragraphs 1 through 53 herein above and each allegation therein as if fully set forth herein.

55. Defendants' conduct as set forth above constitutes common law unfair competition with Plaintiff under the common law of the State of New York.

56. Defendants' above-stated common law unfair competition has caused, and unless enjoined by this Court, will continue to cause, Plaintiff to sustain irreparable damage, loss and injury for which Plaintiff has no adequate remedy at law.

**XI.**  
**SEVENTH CLAIM FOR RELIEF**

(Accounting Against Modular)

57. Plaintiff incorporates paragraphs 1 through 56 herein above and each allegation therein as if fully set forth herein.

58. As set forth above, pursuant to Paragraph 1 of the Agreements, Modular was entrusted with a duty to account for money owing to BMG. As further set forth above, Paragraph 6 of the Agreements provides that Modular is required to permit BMG "to inspect, at [Modular's] place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of phonorecords pursuant to [those Agreements]."

59. In light of the foregoing, on or about April 21, 2015, BMG demanded an inspection of Modular's books and records in compliance with Paragraph 6 of the Agreements.

60. Notwithstanding the foregoing, on or about May 7, 2015 Modular's counsel led BMG to understand and believe that Modular would not comply with BMG's demand for an inspection. Accordingly, upon information and belief, Modular either is currently refusing to allow BMG to inspect its books and records, or soon intends to refuse BMG's demand for an inspection despite the express language of Paragraph 6 to the Agreements, so as to presently justify this claim for relief.

61. In light of the foregoing, no adequate legal remedy exists to address Modular's refusal to allow an inspection of its books and records.

**XII.**  
**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

1. On the First, Second and Third Claims for Relief, for actual damages in an amount currently estimated to equal or exceed \$450,000 according to proof, based upon 17 U.S.C. §504;
2. On the Fourth and Fifth Claims for Relief, for damages in an amount currently estimated to equal or exceed \$450,000 according to proof;
3. On the First, Second, Third, Fourth and Sixth Claims for Relief, for an Order requiring that Defendants, and each of them, their officers, agents, servants, employees, licensees and all persons, firms, corporations, and associations in active concert or participation with them, be enjoined during the pendency of this action and permanently from, manufacturing, selling, distributing, or in any way using or transferring the Musical Compositions;
4. On Seventh Claim for Relief, for an Order requiring that, on or before a date to be determined by this Court, Modular permit BMG to inspect, at Modular's place of business and during usual business hours, all books, records and other documents relating to the manufacturing and distribution of phonorecords pursuant to the parties' Agreements;
5. On all Claims for Relief, for an award of pre-judgment and post judgment interest from the date of the breaches and unlawful conduct, attorneys fees pursuant to contract and costs of this action against all Defendants; and
6. For any further relief the Court should deem just and proper.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff BMG RIGHTS MANAGEMENT (US), LLC hereby demands a trial by jury in the above-captioned action of all issues triable by jury.

DATED: New York, New York  
May 7, 2015

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 

Peter T. Shapiro

Elior D. Shiloh

Jonathan S. Pink (admission pro hac vice to be sought)

Attorneys for Plaintiff BMG RIGHTS MANAGEMENT (US), LLC

77 Water Street, 21<sup>st</sup> Floor

New York, New York 10005

212-232-1300

[Peter.Shapiro@lewisbrisbois.com](mailto:Peter.Shapiro@lewisbrisbois.com)

[Elior.shiloh@lewisbrisbois.com](mailto:Elior.shiloh@lewisbrisbois.com)

[Jonathan.pink@lewisbrisbois.com](mailto:Jonathan.pink@lewisbrisbois.com)



EXHIBIT "A"

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Be, Desire Go	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Alter Ego	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Lucidity	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%
Expectation	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%
The Bold Arrow Of Time	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:48	100%
I Don't Really Mind	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:45	100%
It's Not Meant To Be	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, City, Clouds	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%
Desire Be, Desire Go	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Alter Ego	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Lucidity	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%

Expectation	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%
The Bold Arrow Of Time	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:48	100%
I Don't Really Mind	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:45	100%
It's Not Meant To Be	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, City, Clouds	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Bu, Desire Go AUUM71000132	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:28	100%
Aller Ego AUUM71000133	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Luddily AUUM71000134	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind? AUUM71000135	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss AUUM71000136	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm AUUM71000138	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%
Expectation AUUM71000139	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%
The Bold Arrow Of Time AUUM71000140	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:24	100%
I Don't Really Mind AUUM71000142	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:47	100%
It's Not Meant To Be AUUM71000131	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, City, Clouds AUUM71000141	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%
Desire Bu, Desire Go AUUM71000132	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:28	100%
Aller Ego AUUM71000133	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Luddily AUUM71000134	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind? AUUM71000135	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss AUUM71000136	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm AUUM71000138	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%
Expectation AUUM71000139	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%

The Bold Arrow Of Time AUUM71000140	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:24	100%
I Don't Really Mind AUUM71000142	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:47	100%
It's Not Meant To Be AUUM71000131	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, Cilly, Clouds AUUM71000141	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%
Island Walking AUUM71000137	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:05	100%
Why Won't You Make Up Your Mind? AUUM71100028	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:15	100%
Why Won't You Make Up Your Mind? AUUM71100025	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:08:14	100%
Why Won't You Make Up Your Mind? AUUM71100024	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:08:14	100%
Solitude Is Bliss AUUM71000535	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Solitude Is Bliss AUUM71000537	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:22	100%
Solitude Is Bliss AUUM71000638	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:55	100%
Solitude Is Bliss AUUM71000136	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:49	100%

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Bo, Desire Go AUUM70801198	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:07	100%
Skeleton Tiger AUUM70801192	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:25	100%
Half Full Glass Of Wine AUUM70801193	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:26	100%
11 Mosquitoes Flying In Formation AUUM70801194	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:17	100%
Slide Through My Fingers AUUM70801195	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:20	100%
Wander AUUM70801191	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:14	100%

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Be, Desire Go	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:07	100%
Skeleton Tiger	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Half Full Glass Of Wine	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:28	100%
41 Mosquitoes Flying In Formation	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:17	100%
Slide Through My Fingers	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:20	100%
Wander	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:14	100%

## Schedule A

PAGE 1 of 2

Song:	Writers:	Publishers:	Song Timing:	%
Be Above It	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Enders Tol	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:46	100%
Feels Like We Only Go Backwards	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:33	100%
She Just Won't Believe Me	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:01	100%
Sun's Coming Up	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:20	100%
Be Above It	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Enders Tol	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:12	100%



Why Won't They Talk To Me?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:46	100%
Feels Like We Only Go Backwards	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:33	100%
She Just Won't Believe Me	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:08:01	100%
Sun's Coming Up	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:20	100%

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Be Above It AUUM71200487	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Toi AUUM71200488	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams AUUM71200489	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:06:57	100%
Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By AUUM71200491	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me? AUUM71200492	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:48	100%
Feels Like We Only Go Backwards AUUM71200493	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying AUUM71200494	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant AUUM71200495	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
She Just Won't Believe Me AUUM71200496	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything AUUM71200497	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:08:01	100%
Sun's Coming Up AUUM71200498	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:20	100%
Mind Mischief AUUM71300143	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:10:48	100%
Mind Mischief AUUM71300144	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Be Above It AUUM71200487	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Toi AUUM71200488	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams AUUM71200489	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:06:57	100%
Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By AUUM71200491	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me? AUUM71200492	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:48	100%
Feels Like We Only Go Backwards AUUM71200493	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying AUUM71200494	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant AUUM71200495	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
She Just Won't Believe Me AUUM71200496	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:08:01	100%

AUUM71200497

Sun's Coming Up  
AUUM71200498

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:05:20 100%

Led Zeppelin  
AUUM71200499

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:08 100%

Mind Mischief  
AUUM71200490

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:04:32 100%

Mind Mischief  
AUUM71300143

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:10:48 100%

Mind Mischief  
AUUM71300144

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:05:12 100%

Feels Like We Only Go  
Backwards  
AUUM71200493

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:13 100%

Feels Like We Only Go  
Backwards  
AUUM71201172

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:15 100%

Feels Like We Only Go  
Backwards  
AUUM71201173

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:04:23 100%

Elephant  
AUUM71200495

Parker/Watson

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:31 100%

Elephant  
AUUM71200848

Parker/Watson

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:05:30 100%

Elephant  
AUUM71200850

Parker/Watson

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:07:20 100%

## Schedule A

Song:	Writer:	Publisher:	Song Timing:	%
Be Above It AUUM71200487	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Toi AUUM71200488	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams AUUM71200489	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By AUUM71200491	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me? AUUM71200492	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:48	100%
Feels Like We Only Go Backwards AUUM71200493	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying AUUM71200494	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant AUUM71200495	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
She Just Won't Believe Me AUUM71200496	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything AUUM71200497	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:08:01	100%
Sun's Coming Up AUUM71200498	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:20	100%
Mind Mischief AUUM71300143	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:10:48	100%
Mind Mischief AUUM71300144	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Be Above It AUUM71200487	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Toi AUUM71200488	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams AUUM71200489	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By AUUM71200491	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me? AUUM71200492	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:48	100%
Feels Like We Only Go Backwards AUUM71200493	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying AUUM71200494	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant AUUM71200495	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
She Just Won't Believe Me AUUM71200496	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:08:01	100%

AUUM71200487

Sun's Coming Up  
AUUM71200498

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:05:20 100%

Led Zeppelin  
AUUM71200499

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:08 100%

Mind Mischief  
AUUM71200490

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:04:32 100%

Mind Mischief  
AUUM71300143

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:10:48 100%

Mind Mischief  
AUUM71300144

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:05:12 100%

Feels Like We Only Go  
Backwards  
AUUM71200403

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:13 100%

Feels Like We Only Go  
Backwards  
AUUM71201172

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:16 100%

Feels Like We Only Go  
Backwards  
AUUM71201173

Parker

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:04:23 100%

Elephant  
AUUM71200495

Parker/Watson

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:03:31 100%

Elephant  
AUUM71200849

Parker/Watson

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:05:39 100%

Elephant  
AUUM71200850

Parker/Watson

BMG Gold Songs obo BMG Rights Management (UK) Ltd. 00:07:20 100%

EXHIBIT "B"

# BMG

## CHRYSLIS

### MECHANICAL LICENSE

**TO:**  
 Modular Recordings  
 c/o Carroll, Guido & Groffman, LLP  
 5 Columbus Circle, 20<sup>th</sup> Floor  
 New York, NY 10019  
 Attn: Kelly Irene Corson

**LICENSE NUMBER:** US-MEC-4036  
**DATE:** 03/03/2014

You have advised us, as publisher, that you wish to obtain a non-exclusive mechanical license to make and distribute phonorecords of the copyrighted work listed below, under the mechanical license provision of Section 115 (c) (2) of the Copyright Act.

<b>SONG TITLE:</b>	See Schedule A	<b>WRITERS:</b>	See Schedule A
<b>PUBLISHER:</b>	See Schedule A	<b>RELEASE TITLE:</b>	InnerSpeaker
<b>ARTIST:</b>	Tame Impala	<b>RECORD LABEL:</b>	
<b>RECORD #:</b>	MODCD 128; MODVL 128	<b>FORMAT:</b>	CD; VNL
<b>RELEASE DATE:</b>	08/08/2010; 08/08/2010	<b>TIME OF RECORDING:</b>	See Schedule A
<b>ROYALTY RATE:</b>	.0520		

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory mechanical license provision of the Copyright Act, after phonorecords of the copyrighted work have been distributed to the public in the United States, provided that:

1. Within forty-five (45) days after the end of each calendar quarter, you shall account to us in detail for the number of phonorecords made and distributed during said quarter, and shall pay us the royalties due at the same time. Such accounting shall be submitted in an electronic data format such as Excel (.xls or .xlsx), comma-separated values (.csv), or text file (.txt) to [royalties.us@bmg.com](mailto:royalties.us@bmg.com). A royalty template will be provided upon request.

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4. This license includes the privilege of making a musical arrangement of the copyrighted work to the extent necessary to conform it to the style or manner of interpretation of the performance involved but the arrangement made (i) may not change the basic melody or fundamental character of the copyrighted work, (ii) shall not be subject to protection under the Copyright Act by you as a derivative work, and (iii) all copyrights and other rights in and to any such arrangement shall automatically vest in the owners of the copyrighted work upon the creation of such arrangement.

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6. You shall permit us, our chartered accountant or certified public accountant, or any other representative of ours, within thirty (30) days from the date of written notice, to inspect, at your place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of phonorecords pursuant to this license. We shall have the right to make copies of such books, records and other documents as same may relate to the subject matter of this license. The cost of such audit shall be our responsibility. Notwithstanding the foregoing, or anything set forth to the contrary in this license, if any such audit reflects an underpayment to us of ten (10%) percent or more for the periods audited: (i) you shall pay the costs of such audit plus interest on any sums due at the prime rate at leading New York City banks at the time; and (ii) we shall have the right to terminate this license immediately by giving written notice to you. We shall not have the right to examine your books, records and other documents more than once per calendar year, nor once per statement.

7. In the event you fail to account and/or pay royalties to us as herein provided for, we may give written notice to you that, unless the default is remedied within thirty (30) days from the date of such notice, this license shall terminate without further notice. Such termination shall render either the making or the distribution, or both, of all phonorecords for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act. Notwithstanding revocation of the license, you shall remain liable to us for all monies previously accrued hereunder.

8. You need not serve or file the notices required by the Copyright Act.

9. This license is limited to the United States, its territories and possessions and specifically excludes those phonorecords manufactured and sold in the United States for export.

10. In the event we are required to institute any legal proceedings against you in connection with this license, in addition to any damages awarded us, we shall be entitled to our reasonable, actual outside attorneys' fees, and you shall abide by any ruling made by the Court with respect to the payment of costs and reasonable attorneys' fees in connection therewith.

11. This license sets forth the entire agreement between the parties and may only be modified or amended by means of a written amendment, designated as such and signed by one of our authorized signers.

12. Neither this license or any of the rights granted to you hereunder may be assigned by you to any party without our prior written consent, but we may assign this license and/or any of the rights granted to us hereunder at any time and for any reason.

13. You agree that our total liability and the total liability of the owner(s) of the copyrighted work shall not exceed, under any circumstances the royalties paid to us pursuant to this license.

14. This license shall be binding upon the earlier of your countersigning at least one copy hereof in the place provided below or your causing or permitting the release in the United States of America of the phonorecord referred to above.

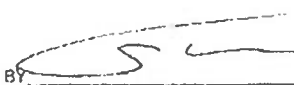
15. You further agree that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one (1%) per month from the date due if not paid within thirty (30) days after the date due and payable.

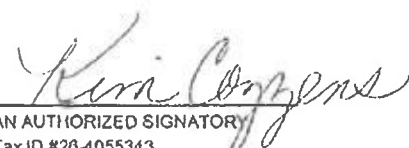
16. This license does not authorize the reproduction or exploitation of the said copyrighted work in any manner not specified hereunder, including, but not limited to, devices embodying sound synchronization with visual images.

17. The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.

Accepted and Agreed To:  
Modular Recordings

BMG RIGHTS MANAGEMENT (US), LLC

BY   
AN AUTHORIZED SIGNATORY

BY   
AN AUTHORIZED SIGNATORY  
Tax ID #20-4055343

BMG Chrysalis

1745 Broadway • 19<sup>th</sup> Floor Phone 212 561 3000  
New York • New York 10019 Fax 212 447 6885

Mail [info@bmgchrysalis.com](mailto:info@bmgchrysalis.com)  
Internet [www.bmgchrysalis.com](http://www.bmgchrysalis.com)



## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Be, Desire Go	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Alter Ego	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Lucidity	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%
Expectation	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%
The Bold Arrow Of Time	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:48	100%
I Don't Really Mind	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:45	100%
It's Not Meant To Be	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, City, Clouds	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%
Desire Be, Desire Go	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Alter Ego	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Lucidity	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%

Expectation	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%
The Bold Arrow Of Time	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:48	100%
I Don't Really Mind	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:45	100%
It's Not Meant To Be	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, City, Clouds	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%

**MECHANICAL LICENSE**

TO:  
 Modular Recordings  
 c/o Carroll, Guido & Groffman, LLP  
 5 Columbus Circle, 20<sup>th</sup> Floor  
 New York, NY 10019  
 Attn: Kelly Irene Corson

LICENSE NUMBER: US-MEC-4038  
 DATE: 03/03/2014

You have advised us, as publisher, that you wish to obtain a compulsory license to make and distribute digital phonorecord deliveries (as defined in Section 115 of the Copyright Act, hereafter referred to as "DPDs"), of the copyrighted work listed below, under the compulsory license provision of Section 115 of the Copyright Act. The provisions hereof vary the terms of the compulsory license provision of the Copyright Act applicable to DPDs. Your making and distributing of DPDs of any such work shall constitute assent to these terms.

**SONG TITLE:** *see Schedule A*

**WRITERS:** *see Schedule A*

**PUBLISHERS:** *see schedule A*

**RELEASE TITLE:** *InnerSpeaker*

**ARTIST:** *Tame Impala*

**RECORD LABEL:**

**RECORD#:** *MODCD126; MODCD126RT;  
 MODDIG130; MODVL127*

**FORMAT:** *DPD; DPV; DPD; DPD*

**RELEASE DATE:** *06/05/2010; 06/08/2010;  
 02/11/2011; 05/14/2010*

**TIME OF RECORDING:** *see Schedule A*

**ROYALTY RATE:** *Statutory*

**ISRC#:** *see Schedule A*

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory license provision of the Copyright Act, after phonorecords of the copyrighted work have been distributed to the public in the United States, under the authority of the copyright owner by another person, except that with respect to DPDs thereof made and distributed hereunder:

1. Within forty-five (45) days after the end of each calendar quarter, you shall account to us in detail for the number of DPDs made and distributed during said quarter, and shall pay us the royalties due at the same time. You further agree that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one (1%) per month from the date due if not paid within thirty (30) days after the date due and payable. Such accounting shall be submitted in an electronic data format such as Excel (.xls or .xlsx), comma-separated values (.csv), or text file (.txt) to [royalties.us@bmg.com](mailto:royalties.us@bmg.com). A royalty template will be provided upon request;
2. For such DPDs made and distributed, the royalty shall be the statutory rate in effect at the time each DPD is distributed. In the event the statutory rate is hereinafter increased, then with respect to all such records distributed from and after the effective date of such increase, the royalty rate hereunder shall be such increased statutory rate;
3. This compulsory license covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the DPD configuration number identified above; and this compulsory license does not supersede nor in any way affect any prior agreements now in effect respecting phonorecords of said copyrighted work;
4. In the event you fail to account and/or pay royalties to us as herein provided for, we may give written notice to you that, unless the default is remedied within thirty (30) days from the date of such notice, this compulsory license shall terminate without further notice. Such termination shall render either the making or the distribution, or both, of all phonorecords (whether DPD or not) for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act. Notwithstanding revocation of this compulsory license, you shall remain liable to us for all monies previously accrued hereunder;
5. You need not serve or file the notice of intention to obtain a compulsory license required by the Copyright Act;

6. This license includes the privilege of making a musical arrangement of the copyrighted work to the extent necessary to conform it to the style or manner of interpretation of the performance involved but the arrangement made (i) may not change the basic melody or fundamental character of the copyrighted work, and (ii) shall not be subject to protection under the Copyright Act by you as a derivative work;
7. If more than one musical work is licensed hereunder, each such license of each such work shall be for all purposes treated as if (and deemed to be) a separate license and, without in any way limiting the foregoing, there shall be no right of offset between such licenses or otherwise in connection herewith;
8. You shall permit us, our chartered accountant or certified public accountant, or any other representative of ours, within thirty (30) days from the date of written notice, to inspect, at your place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of DPDs pursuant to this license. We shall have the right to make copies of such books, records and other documents as same may relate to the subject matter of this license. The cost of such audit shall be our responsibility. Notwithstanding the foregoing, or anything set forth to the contrary in this license, if any such audit reflects an underpayment to us of ten (10%) percent or more for the periods audited: (i) you shall pay the costs of such audit plus interest on any sums due at the prime rate at leading New York City banks at the time plus two (2%) percent; and (ii) we shall have the right to terminate this license immediately by giving written notice to you. We shall not have the right to examine your books, records and other documents more than once per calendar year;
9. The authority hereunder is limited to (i) the making and distribution of DPDs, and (ii) the making of a copy of a sound recording of the said copyrighted work on a computer file server located in the United States, its territories or possessions, solely for the purpose of distributing such DPDs. The authority hereunder does not extend to DPDs where the reproduction and distribution of a phonorecord (or the musical work) is incidental to the transmission which constitutes the DPD;
10. In the event we are required to institute any legal proceedings against you in connection with this license, in addition to any damages awarded us, we shall be entitled to our attorneys' fees and you shall abide by any ruling made by the Court with respect to the payment of costs and reasonable attorneys' fees in connection therewith
11. This license sets forth the entire agreement between the parties and may only be modified or amended by means of a written amendment, designated as such and signed by one of our authorized signers;
12. Neither this license or any of the rights granted to you hereunder may be assigned by you to any party without our prior written consent, but we may assign this license and/or any of the rights granted to us hereunder at any time and for any reason;
13. You agree that our total liability and the total liability of the owner(s) of the copyrighted work shall not exceed, under any circumstances the royalties paid to us pursuant to this license.
14. This license shall be binding upon the earlier of your countersigning at least one copy hereof in the place provided below or your causing or permitting the release in the United States of the DPDs referred to above;
15. This license does not authorize the reproduction or exploitation of the said copyrighted work in any manner not specified hereunder, including, but not limited to, devices embodying sound synchronization with visual images;
16. The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.

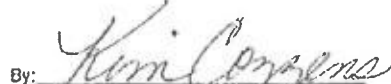
Accepted and Agreed To:  
Modular Recordings

By:   
AN AUTHORIZED SIGNATORY

BMG Chrysalis

1745 Broadway • 19<sup>th</sup> Floor Phone 212 561 3000  
New York • New York 10019 Fax 212 447 6885

BMG RIGHTS MANAGEMENT (US), LLC

By:   
AN AUTHORIZED SIGNATORY  
Tax ID #28-4055343

Mail info@bmgchrysalis.com  
Internet www.bmgchrysalis.com

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Be, Desire Go AUUM71000132	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Aller Ego AUUM71000133	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Lucidly AUUM71000134	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind? AUUM71000135	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss AUUM71000136	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm AUUM71000138	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%
Expectation AUUM71000139	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%
The Bo'd Arrow Of Time AUUM71000140	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:24	100%
I Don't Really Mind AUUM71000142	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:47	100%
It's Not Meant To Be AUUM71000131	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:21	100%
Runaway, Houses, City, Clouds AUUM71000141	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%
Desire Be, Desire Go AUUM71000132	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:26	100%
Aller Ego AUUM71000133	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:47	100%
Lucidly AUUM71000134	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:31	100%
Why Won't You Make Up Your Mind? AUUM71000135	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:19	100%
Solitude Is Bliss AUUM71000136	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Jeremy's Storm AUUM71000138	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:28	100%
Expectation AUUM71000139	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:02	100%

The Bold Arrow Of Time AUUM71000140	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:24	100%
I Don't Really Mind AUUM71000142	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:47	100%
It's Not Meant To Be AUUM71000131	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:21	100%
Runaway, Houses, Cilly, Clouds AUUM71000141	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:07:15	100%
Island Walking AUUM71000137	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:05	100%
Why Won't You Make Up Your Mind? AUUM71100028	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:15	100%
Why Won't You Make Up Your Mind? AUUM71100025	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:08:14	100%
Why Won't You Make Up Your Mind? AUUM71100024	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:08:14	100%
Solitude Is Bliss AUUM71000535	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:55	100%
Solitude Is Bliss AUUM71000537	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:22	100%
Solitude Is Bliss AUUM71000538	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:55	100%
Solitude Is Bliss AUUM71000136	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:49	100%

**MECHANICAL LICENSE**

TO:  
Modular Recordings  
c/o Carroll, Guido & Groffman, LLP,  
5 Columbus Circle, 20<sup>th</sup> Floor  
New York, NY 10019  
Attn: Kelly Irene Corson

LICENSE NUMBER: US-MEC-7148  
DATE: 03/04/2014

You have advised us, as publisher, that you wish to obtain a compulsory license to make and distribute digital phonorecord deliveries (as defined in Section 115 of the Copyright Act, hereafter referred to as "DPDs"), of the copyrighted work listed below, under the compulsory license provision of Section 115 of the Copyright Act. The provisions hereof vary the terms of the compulsory license provision of the Copyright Act applicable to DPDs. Your making and distributing of DPDs of any such work shall constitute assent to these terms.

**SONG TITLE:** *see Schedule A*

**WRITERS:** *see Schedule A*

**PUBLISHERS:** *see Schedule A*

**RELEASE TITLE:** *Tame Impala EP*

**ARTIST:** *Tame Impala*

**RECORD LABEL:**

**RECORD #:** *MODEP023*

**FORMAT:** *DPD*

**RELEASE DATE:** *12/11/2012*

**TIME OF RECORDING:** *see Schedule A*

**ROYALTY RATE:** *Statutory*

**ISRC #:** *see Schedule A*

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory license provision of the Copyright Act, after phonorecords of the copyrighted work have been distributed to the public in the United States, under the authority of the copyright owner by another person, except that with respect to DPDs thereof made and distributed hereunder:


1. Within forty-five (45) days after the end of each calendar quarter, you shall account to us in detail for the number of DPDs made and distributed during said quarter, and shall pay us the royalties due at the same time. You further agree that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one (1%) per month from the date due if not paid within thirty (30) days after the date due and payable. Such accounting shall be submitted in an electronic data format such as Excel (.xls or .xlsx), comma-separated values (.csv), or text file (.txt) to [royalties.us@bmg.com](mailto:royalties.us@bmg.com). A royalty template will be provided upon request;
2. For such DPDs made and distributed, the royalty shall be the statutory rate in effect at the time each DPD is distributed. In the event the statutory rate is hereinafter increased, then with respect to all such records distributed from and after the effective date of such increase, the royalty rate hereunder shall be such increased statutory rate;
3. This compulsory license covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the DPD configuration number identified above; and this compulsory license does not supersede nor in any way affect any prior agreements now in effect respecting phonorecords of said copyrighted work;
4. In the event you fail to account and/or pay royalties to us as herein provided for, we may give written notice to you that, unless the default is remedied within thirty (30) days from the date of such notice, this compulsory license shall terminate without further notice. Such termination shall render either the making or the distribution, or both, of all phonorecords (whether DPD or not) for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act. Notwithstanding revocation of this compulsory license, you shall remain liable to us for all monies previously accrued hereunder;
5. You need not serve or file the notice of intention to obtain a compulsory license required by the Copyright Act;
6. This license includes the privilege of making a musical arrangement of the copyrighted work to the extent necessary to conform it to the style or manner of interpretation of the performance involved but the arrangement made (i) may not change the basic melody or fundamental character of the copyrighted work, and (ii) shall not be subject to protection under the Copyright Act by you as a derivative work;

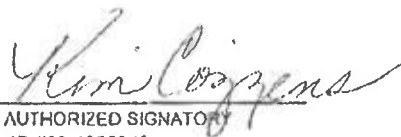


7. If more than one musical work is licensed hereunder, each such license of each such work shall be for all purposes treated as if (and deemed to be) a separate license and, without in any way limiting the foregoing, there shall be no right of offset between such licenses or otherwise in connection herewith;
8. You shall permit us, our chartered accountant or certified public accountant, or any other representative of ours, within thirty (30) days from the date of written notice, to inspect, at your place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of DPDs pursuant to this license. We shall have the right to make copies of such books, records and other documents as same may relate to the subject matter of this license. The cost of such audit shall be our responsibility. Notwithstanding the foregoing, or anything set forth to the contrary in this license, if any such audit reflects an underpayment to us of ten (10%) percent or more for the periods audited: (i) you shall pay the costs of such audit plus interest on any sums due at the prime rate at leading New York City banks at the time plus two (2%) percent; and (ii) we shall have the right to terminate this license immediately by giving written notice to you. We shall not have the right to examine your books, records and other documents more than once per calendar year;
9. The authority hereunder is limited to (i) the making and distribution of DPDs, and (ii) the making of a copy of a sound recording of the said copyrighted work on a computer file server located in the United States, its territories or possessions, solely for the purpose of distributing such DPDs. The authority hereunder does not extend to DPDs where the reproduction and distribution of a phonorecord (or the musical work) is incidental to the transmission which constitutes the DPD;
10. In the event we are required to institute any legal proceedings against you in connection with this license, in addition to any damages awarded us, we shall be entitled to our attorneys' fees and you shall abide by any ruling made by the Court with respect to the payment of costs and reasonable attorneys' fees in connection therewith.
11. This license sets forth the entire agreement between the parties and may only be modified or amended by means of a written amendment, designated as such and signed by one of our authorized signers;
12. Neither this license or any of the rights granted to you hereunder may be assigned by you to any party without our prior written consent, but we may assign this license and/or any of the rights granted to us hereunder at any time and for any reason;
13. You agree that our total liability and the total liability of the owner(s) of the copyrighted work shall not exceed, under any circumstances the royalties paid to us pursuant to this license.
14. This license shall be binding upon the earlier of your countersigning at least one copy hereof in the place provided below or your causing or permitting the release in the United States of the DPDs referred to above;
15. This license does not authorize the reproduction or exploitation of the said copyrighted work in any manner not specified hereunder, including, but not limited to, devices embodying sound synchronization with visual images;
16. The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.

Accepted and Agreed To:  
Modular Recordings

BMG RIGHTS MANAGEMENT (US), LLC

By:   
AN AUTHORIZED SIGNATORY

By:   
AN AUTHORIZED SIGNATORY  
Tax ID #26-4055343

BMG Chrysalis

1745 Broadway • 19<sup>th</sup> Floor Phone 212 561 3000  
New York • New York 10019 Fax 212 447 6885

Mail [info@bmgchrysalis.com](mailto:info@bmgchrysalis.com)  
Internet [www.bmgchrysalis.com](http://www.bmgchrysalis.com)



## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Desire Be, Desire Go AUUM70801198	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:07	100%
Skeleton Tiger AUUM70801192	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:25	100%
Half Full Glass Of Wine AUUM70801193	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:26	100%
41 Mosquitoes Flying In Formation AUUM70801194	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:17	100%
Slide Through My Fingers AUUM70801195	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:20	100%
Wander AUUM70801191	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:14	100%

**MECHANICAL LICENSE**

TO:  
Modular Recordings  
c/o Carroll, Guido & Groffman, LLP  
5 Columbus Circle, 20<sup>th</sup> Floor  
New York, NY 10019  
Attn: Kelly Irene Corson

LICENSE NUMBER: US MEC-7341  
DATE: 03/04/2014

You have advised us, as publisher, that you wish to obtain a non-exclusive mechanical license to make and distribute phonorecords of the copyrighted work listed below, under the mechanical license provision of Section 115 (c) (2) of the Copyright Act.

<b>SONG TITLE:</b>	See Schedule A	<b>WRITERS:</b>	See Schedule A
<b>PUBLISHER:</b>	See Schedule A	<b>RELEASE TITLE:</b>	Tame Impala EP
<b>ARTIST:</b>	Tame Impala	<b>RECORD LABEL:</b>	
<b>RECORD #:</b>	MODVL 174	<b>FORMAT:</b>	VNL
<b>RELEASE DATE:</b>	12/11/2012	<b>TIME OF RECORDING:</b>	See Schedule A
<b>ROYALTY RATE:</b>	75% Statutory MFN		

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory mechanical license provision of the Copyright Act, after phonorecords of the copyrighted work have been distributed to the public in the United States, provided that:

1. Within forty-five (45) days after the end of each calendar quarter, you shall account to us in detail for the number of phonorecords made and distributed during said quarter, and shall pay us the royalties due at the same time. Such accounting shall be submitted in an electronic data format such as Excel (.xls or .xlsx), comma-separated values (.csv), or text file (.txt) to [royalties.us@bmg.com](mailto:royalties.us@bmg.com). A royalty template will be provided upon request.

2. This mechanical license covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the phonorecord number identified above and this mechanical license does not supersede nor in any way affect any prior agreements now in effect respecting mechanical reproduction or other uses of said copyrighted work.

3. With respect to all such phonorecords manufactured and sold in the United States for domestic sales, the royalty rate hereunder shall be 75% of compulsory mechanical rate as contained in the Copyright Act that is in effect at the time such phonorecords are distributed (the "Statutory Rate"). In the event the Statutory Rate is hereinafter increased, then with respect to all such phonorecords distributed from and after the effective date of such increase, the royalty rate hereunder shall be such increased Statutory Rate.

4. If you shall grant to any other person, firm or corporation a more favorable mechanical royalty rate and/or advance payment and/or method of calculating mechanical royalties than the royalty rate, advance payment or method of calculation contained herein, then this license shall be deemed automatically amended to include the more favorable mechanical royalty advance payment or more favorable method of calculation, for our benefit, effective as of the date that you shall have agreed to the same with any such other person, firm or corporation and you shall promptly advise us in writing of any such amendment.

5. This license includes the privilege of making a musical arrangement of the copyrighted work to the extent necessary to conform it to the style or manner of interpretation of the performance involved but the arrangement made (i) may not change the basic melody or fundamental character of the copyrighted work, (ii) shall not be subject to protection under the Copyright Act by you as a derivative work, and (iii) all copyrights and other rights in and to any such arrangement shall automatically vest in the owners of the copyrighted work upon the creation of such arrangement.

6. If more than one musical work is licensed hereunder, each such license of each such work shall be for all purposes treated as if (and deemed to be) a separate license and, without in any way limiting the foregoing, there shall be no right of offset between such licenses or otherwise in connection herewith.

7. You shall permit us, our chartered accountant or certified public accountant, or any other representative of ours, within thirty (30) days from the date of written notice, to inspect, at your place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of phonorecords pursuant to this license. We shall have the right to make copies of such books, records and other documents as same may relate to the subject matter of this license. The cost of such audit shall be our responsibility. Notwithstanding the foregoing, or anything set forth to the contrary in this license, if any such audit reflects an underpayment to us of ten (10%) percent or more for the periods audited: (i) you shall pay the costs of such audit plus interest on any sums due at the prime rate at leading New York City banks at the time plus two (2%) percent; and (ii) we shall have the right to terminate this license immediately by giving written notice to you. We shall not have the right to examine your books, records and other documents more than once per calendar year.

8. In the event you fail to account and/or pay royalties to us as herein provided for, we may give written notice to you that, unless the default is remedied within thirty (30) days from the date of such notice, this license shall terminate without further notice. Such termination shall render either the making or the distribution, or both, of all phonorecords for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act. Notwithstanding revocation of the license, you shall remain liable to us for all monies previously accrued hereunder.

9. You need not serve or file the notices required by the Copyright Act.

10. This license is limited to the United States, its territories and possessions and specifically excludes those phonorecords manufactured and sold in the United States for export.

11. In the event we are required to institute any legal proceedings against you in connection with this license, in addition to any damages awarded us, we shall be entitled to our attorneys' fees and you shall abide by any ruling made by the Court with respect to the payment of costs and reasonable attorneys' fees in connection therewith.

12. This license sets forth the entire agreement between the parties and may only be modified or amended by means of a written amendment, designated as such and signed by one of our authorized signers.

13. Neither this license or any of the rights granted to you hereunder may be assigned by you to any party without our prior written consent, but we may assign this license and/or any of the rights granted to us hereunder at any time and for any reason.

14. You agree that our total liability and the total liability of the owner(s) of the copyrighted work shall not exceed, under any circumstances the royalties paid to us pursuant to this license.

15. This license shall be binding upon the earlier of your countersigning at least one copy hereof in the place provided below or your causing or permitting the release in the United States of America of the phonorecord referred to above.


16. You further agree that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one (1%) per month from the date due if not paid within thirty (30) days after the date due and payable.


17. This license does not authorize the reproduction or exploitation of the said copyrighted work in any manner not specified hereunder, including, but not limited to, devices embodying sound synchronization with visual images.

18. The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.

Accepted and Agreed To:  
Modular Recordings

BMG RIGHTS MANAGEMENT (US), LLC

BY   
AN AUTHORIZED SIGNATORY

BY   
AN AUTHORIZED SIGNATORY  
Tax ID #26-4055343

BMG Chrysalis

6 East 32<sup>nd</sup> Street • 11<sup>th</sup> Floor Phone 212 561 3000  
New York • New York 10018 Fax 212 447 6885

Mail info@bmgchrysalis.com  
Internet [www.bmgchrysalis.com](http://www.bmgchrysalis.com)

## Schedule A

Song:	Writer:	Publisher:	Song Timing:	%
Desire Be, Desire Go	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:07	100%
Skeleton Tiger	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:25	100%
Half Full Glass Of Wine	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:28	100%
41 Mosquitoes Flying In Formation	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:17	100%
Slide Through My Fingers	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:20	100%
Wander	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:14	100%

**MECHANICAL LICENSE**

TO:  
Modular Recordings  
c/o Carroll, Guido & Groffman, LLP  
5 Columbus Circle, 20<sup>th</sup> Floor  
New York, NY 10019  
Attn: Kelly Irene Corson

LICENSE NUMBER: US-MEC-7342  
DATE: 03/03/2014

You have advised us, as publisher, that you wish to obtain a non-exclusive mechanical license to make and distribute phonorecords of the copyrighted work listed below, under the mechanical license provision of Section 115 (c) (2) of the Copyright Act.

<b>SONG TITLE:</b>	See Schedule A	<b>WRITERS:</b>	See Schedule A
<b>PUBLISHER:</b>	See Schedule A	<b>RELEASE TITLE:</b>	lonerism
<b>ARTIST:</b>	Tame Impala	<b>RECORD LABEL:</b>	
<b>RECORD #:</b>	MODCD 157; MODVL 161	<b>FORMAT:</b>	CD; VNL
<b>RELEASE DATE:</b>	10/09/2012; 10/09/2012	<b>TIME OF RECORDING:</b>	See Schedule A
<b>ROYALTY RATE:</b>	.0820		

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory mechanical license provision of the Copyright Act, after phonorecords of the copyrighted work have been distributed to the public in the United States, provided that:

1. Within forty-five (45) days after the end of each calendar quarter, you shall account to us in detail for the number of phonorecords made and distributed during said quarter, and shall pay us the royalties due at the same time. Such accounting shall be submitted in an electronic data format such as Excel (.xls or .xlsx), comma-separated values (.csv), or text file (.txt) to [royalties.us@bmg.com](mailto:royalties.us@bmg.com). A royalty template will be provided upon request.

2. This mechanical license covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the phonorecord number identified above and this mechanical license does not supersede nor in any way affect any prior agreements now in effect respecting mechanical reproduction or other uses of said copyrighted work.

3. With respect to all such phonorecords manufactured and sold in the United States for domestic sales, the royalty rate hereunder shall be controlled at ten (10) x 75% of the minimum statutory rate in effect at the time of the release of the applicable album pursuant to the agreement between Modular Recordings Pty Limited and Kevin Parker, Jay Watson and Dominic Simper, dated November 12, 2008.

4. This license includes the privilege of making a musical arrangement of the copyrighted work to the extent necessary to conform it to the style or manner of interpretation of the performance involved but the arrangement made (i) may not change the basic melody or fundamental character of the copyrighted work, (ii) shall not be subject to protection under the Copyright Act by you as a derivative work, and (iii) all copyrights and other rights in and to any such arrangement shall automatically vest in the owners of the copyrighted work upon the creation of such arrangement.

5. If more than one musical work is licensed hereunder, each such license of each such work shall be for all purposes treated as if (and deemed to be) a separate license and, without in any way limiting the foregoing, there shall be no right of offset between such licenses or otherwise in connection herewith.

6. You shall permit us, our chartered accountant or certified public accountant, or any other representative of ours, within thirty (30) days from the date of written notice, to inspect, at your place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of phonorecords pursuant to this license. We shall have the right to make copies of such books, records and other documents as same may relate to the subject matter of this license. The cost of such audit shall be our responsibility. Notwithstanding the foregoing, or anything set forth to the contrary in this license, if any such audit reflects an underpayment to us of ten (10%) percent or more for the periods audited: (i) you shall pay the costs of such audit plus interest on any sums due at the prime rate at leading New York City banks at the time; and (ii) we shall have the right to terminate this license immediately by giving written notice to you. We shall not have the right to examine your books, records and other documents more than once per calendar year, nor once per statement.

7. In the event you fail to account and/or pay royalties to us as herein provided for, we may give written notice to you that, unless the default is remedied within thirty (30) days from the date of such notice, this license shall terminate without further notice. Such termination shall render either the making or the distribution, or both, of all phonorecords for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act. Notwithstanding revocation of the license, you shall remain liable to us for all monies previously accrued hereunder.

8. You need not serve or file the notices required by the Copyright Act.

9. This license is limited to the United States, its territories and possessions and specifically excludes those phonorecords manufactured and sold in the United States for export.

10. In the event we are required to institute any legal proceedings against you in connection with this license, in addition to any damages awarded us, we shall be entitled to our reasonable, actual outside attorneys' fees, and you shall abide by any ruling made by the Court with respect to the payment of costs and reasonable attorneys' fees in connection therewith.

11. This license sets forth the entire agreement between the parties and may only be modified or amended by means of a written amendment, designated as such and signed by one of our authorized signers.

12. Neither this license or any of the rights granted to you hereunder may be assigned by you to any party without our prior written consent, but we may assign this license and/or any of the rights granted to us hereunder at any time and for any reason.

13. You agree that our total liability and the total liability of the owner(s) of the copyrighted work shall not exceed, under any circumstances the royalties paid to us pursuant to this license.

14. This license shall be binding upon the earlier of your countersigning at least one copy hereof in the place provided below or your causing or permitting the release in the United States of America of the phonorecord referred to above.

15. You further agree that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one (1%) per month from the date due if not paid within thirty (30) days after the date due and payable.

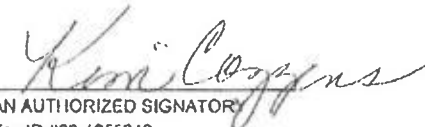
16. This license does not authorize the reproduction or exploitation of the said copyrighted work in any manner not specified hereunder, including, but not limited to, devices embodying sound synchronization with visual images.

17. The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.

Accepted and Agreed To:  
Modular Recordings

BMG RIGHTS MANAGEMENT (US), LLC

BY   
AN AUTHORIZED SIGNATORY

BY   
AN AUTHORIZED SIGNATORY  
Tax ID #26-4055343

BMG Chrysalis

1745 Broadway • 19<sup>th</sup> Floor Phone 212 561 3000  
New York • New York 10019 Fax 212 447 6885

Mail info@bmgchrysalis.com  
Internet [www.bmgchrysalis.com](http://www.bmgchrysalis.com)

## Schedule A

PAGE 1 of 2

Song:	Writers:	Publishers:	Song Timing:	%
Be Above It	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Tol	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me?	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:46	100%
Feels Like We Only Go Backwards	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:33	100%
She Just Won't Believe Me	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:06:01	100%
Sun's Coming Up	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:20	100%
Be Above It	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Tol	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:04:32	100%
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Keep On Lying	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant	Parker/Watson	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:03:33	100%
She Just Won't Believe Me	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:08:01	100%
Sun's Coming Up	Parker	BMG Gold Songs (ASCAP) obo BMG Rights Management (UK) Ltd.	00:05:20	100%



**MECHANICAL LICENSE**

**TO:**  
 Modular Recordings  
 c/o Carroll, Guido & Groffman, LLP  
 5 Columbus Circle, 20<sup>th</sup> Floor  
 New York, NY 10019  
 Attn: Kelly Irene Corson

**LICENSE NUMBER:** US-MEC-7352  
**DATE:** 03/05/2014

You have advised us, as publisher, that you wish to obtain a compulsory license to make and distribute digital phonorecord deliveries (as defined in Section 115 of the Copyright Act, hereafter referred to as "DPDs"), of the copyrighted work listed below, under the compulsory license provision of Section 115 of the Copyright Act. The provisions hereof vary the terms of the compulsory license provision of the Copyright Act applicable to DPDs. Your making and distributing of DPDs of any such work shall constitute assent to these terms.

**SONG TITLE:** *see Schedule A*

**WRITERS:** *see Schedule A*

**PUBLISHERS:** *see schedule A*

**RELEASE TITLE:** *Ionarism*

**ARTIST:** *Tamo Impala*

**RECORD LABEL:**

**RECORD #:** *MODCD157S; MODCD157; unknown;  
 unknown; MTIEDRB*

**FORMAT:** *DPD; DPD; DPD; DPD; DPD*

**RELEASE DATE:** *10/05/2012; 10/05/2012;  
 07/02/2013; 07/02/2013;  
 07/02/2013*

**TIME OF RECORDING:** *see Schedule A*

**ROYALTY RATE:** *Statutory*

**ISRC #:** *see Schedule A*

Upon your doing so, you shall have all the rights which are granted to, and all the obligations which are imposed upon, users of said copyrighted work under the compulsory license provision of the Copyright Act, after phonorecords of the copyrighted work have been distributed to the public in the United States, under the authority of the copyright owner by another person, except that with respect to DPDs thereof made and distributed hereunder:

1. Within forty-five (45) days after the end of each calendar quarter, you shall account to us in detail for the number of DPDs made and distributed during said quarter, and shall pay us the royalties due at the same time. You further agree that all sums indicated as due and owing on statements rendered hereunder shall bear interest at the rate of one (1%) per month from the date due if not paid within thirty (30) days after the date due and payable. Such accounting shall be submitted in an electronic data format such as Excel (.xls or .xlsx), comma-separated values (.csv), or text file (.txt) to [royalties.us@bmg.com](mailto:royalties.us@bmg.com). A royalty template will be provided upon request;
2. For such DPDs made and distributed, the royalty shall be the statutory rate in effect at the time each DPD is distributed. In the event the statutory rate is hereinafter increased, then with respect to all such records distributed from and after the effective date of such increase, the royalty rate hereunder shall be such increased statutory rate;
3. This compulsory license covers and is limited to one particular recording of said copyrighted work as performed by the artist and on the DPD configuration number identified above; and this compulsory license does not supersede nor in any way affect any prior agreements now in effect respecting phonorecords of said copyrighted work;
4. In the event you fail to account and/or pay royalties to us as herein provided for, we may give written notice to you that, unless the default is remedied within thirty (30) days from the date of such notice, this compulsory license shall terminate without further notice. Such termination shall render either the making or the distribution, or both, of all phonorecords (whether DPD or not) for which royalties have not been paid, actionable as acts of infringement under, and fully subject to the remedies provided by the Copyright Act. Notwithstanding revocation of this compulsory license, you shall remain liable to us for all monies previously accrued hereunder;
5. You need not serve or file the notice of intention to obtain a compulsory license required by the Copyright Act;

6. This license includes the privilege of making a musical arrangement of the copyrighted work to the extent necessary to conform it to the style or manner of interpretation of the performance involved but the arrangement made (i) may not change the basic melody or fundamental character of the copyrighted work, and (ii) shall not be subject to protection under the Copyright Act by you as a derivative work;
7. If more than one musical work is licensed hereunder, each such license of each such work shall be for all purposes treated as if (and deemed to be) a separate license and, without in any way limiting the foregoing, there shall be no right of offset between such licenses or otherwise in connection herewith;
8. You shall permit us, our chartered accountant or certified public accountant, or any other representative of ours, within thirty (30) days from the date of written notice, to inspect, at your place of business and during usual business hours, upon written notice, all books, records and other documents relating to the manufacturing and distribution of DPDs pursuant to this license. We shall have the right to make copies of such books, records and other documents as same may relate to the subject matter of this license. The cost of such audit shall be our responsibility. Notwithstanding the foregoing, or anything set forth to the contrary in this license, if any such audit reflects an underpayment to us of ten (10%) percent or more for the periods audited: (i) you shall pay the costs of such audit plus interest on any sums due at the prime rate at leading New York City banks at the time plus two (2%) percent; and (ii) we shall have the right to terminate this license immediately by giving written notice to you. We shall not have the right to examine your books, records and other documents more than once per calendar year;
9. The authority hereunder is limited to (i) the making and distribution of DPDs, and (ii) the making of a copy of a sound recording of the said copyrighted work on a computer file server located in the United States, its territories or possessions, solely for the purpose of distributing such DPDs. The authority hereunder does not extend to DPDs where the reproduction and distribution of a phonorecord (or the musical work) is incidental to the transmission which constitutes the DPD;
10. In the event we are required to institute any legal proceedings against you in connection with this license, in addition to any damages awarded us, we shall be entitled to our attorneys' fees and you shall abide by any ruling made by the Court with respect to the payment of costs and reasonable attorneys' fees in connection therewith;
11. This license sets forth the entire agreement between the parties and may only be modified or amended by means of a written amendment, designated as such and signed by one of our authorized signers;
12. Neither this license or any of the rights granted to you hereunder may be assigned by you to any party without our prior written consent, but we may assign this license and/or any of the rights granted to us hereunder at any time and for any reason;
13. You agree that our total liability and the total liability of the owner(s) of the copyrighted work shall not exceed, under any circumstances the royalties paid to us pursuant to this license.
14. This license shall be binding upon the earlier of your countersigning at least one copy hereof in the place provided below or your causing or permitting the release in the United States of the DPDs referred to above;
15. This license does not authorize the reproduction or exploitation of the said copyrighted work in any manner not specified hereunder, including, but not limited to, devices embodying sound synchronization with visual images;
16. The validity, construction, interpretation and legal effect of this license shall be governed by both the Copyright Law of the United States and the laws of the State of New York applicable to contracts entered into and to be fully performed therein.

Accepted and Agreed To:  
Modular Recordings

BMG RIGHTS MANAGEMENT (US), LLC

By:   
AN AUTHORIZED SIGNATORY

By:   
AN AUTHORIZED SIGNATORY  
Tax ID #26-4055343

BMG Chrysalis

1745 Broadway • 19<sup>th</sup> Floor Phone 212 561 3000  
New York • New York 10019 Fax 212 447 6885

Mail info@bmgchrysalis.com  
Internet www.bmgchrysalis.com

## Schedule A

Song:	Writers:	Publishers:	Song Timing:	%
Be Above It AUUM71200487	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Tol AUUM71200488	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams AUUM71200489	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:06:57	100%
Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By AUUM71200491	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me? AUUM71200492	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:46	100%
Feels Like We Only Go Backwards AUUM71200493	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying AUUM71200494	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant AUUM71200495	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
She Just Won't Believe Me AUUM71200496	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything AUUM71200497	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:06:01	100%
Sun's Coming Up AUUM71200498	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:20	100%
Mind Mischief AUUM71300143	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:10:46	100%
Mind Mischief AUUM71300144	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Be Above It AUUM71200487	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:22	100%
Endors Tol AUUM71200488	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:07	100%
Apocalypse Dreams AUUM71200489	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:57	100%
Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
Music To Walk Home By AUUM71200491	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
Why Won't They Talk To Me? AUUM71200492	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:46	100%
Feels Like We Only Go Backwards AUUM71200493	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
Keep On Lying AUUM71200494	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:55	100%
Elephant AUUM71200495	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
She Just Won't Believe Me AUUM71200496	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:00:57	100%
Nothing That Has Happened So Far Has Been Anything	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:06:01	100%

AUUM71200497

Sun's Coming Up AUUM71200498	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:06:20	100%
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Led Zeppelin AUUM71200499	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:08	100%
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Mind Mischief AUUM71200490	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:32	100%
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Mind Mischief AUUM71300143	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:10:48	100%
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Mind Mischief AUUM71300144	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:12	100%
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Feels Like We Only Go Backwards AUUM71200403	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:13	100%
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Feels Like We Only Go Backwards AUUM71201172	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:15	100%
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Feels Like We Only Go Backwards AUUM71201173	Parker	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:04:23	100%
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Elephant AUUM71200485	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:03:31	100%
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Elephant AUUM71200849	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:05:39	100%
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Elephant AUUM71200850	Parker/Watson	BMG Gold Songs obo BMG Rights Management (UK) Ltd.	00:07:20	100%
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EXHIBIT "C"



11 February 2015

**VIA U.S. MAIL &  
FEDERAL EXPRESS**

Modular Recordings  
c/o Carroll, Guido & Groffman, LLP  
5 Columbus Circle, 20<sup>th</sup> Floor  
New York, New York 10019  
Attention: Kelly Irene Corson

**Re: NOTICE OF BREACH**

Dear Gentlepersons:

BMG Rights Management (US) LLC ("BMG") owns, administers and/or otherwise controls the catalogs of Bug Music, Cherry Lane Music, Crosstown, Chrysalis, Evergreen, Primary Wave, and Stage Three Music. Accordingly, our exclusive rights include an interest in and to certain musical compositions (the "Compositions") written by Kevin Parker and Jay Watson (collectively p/k/a "Tame Impala") which are embodied on the albums entitled *Innerspeaker*, *Lonerism*, as well as *Tame Impala EP* (the "Albums"). An enumerated schedule of the Compositions will be made available promptly upon request.

It has been brought to my attention that – despite repeated efforts – certain Albums are being distributed by Modular Recordings ("Modular") and Modular's various licensees throughout the United States, its territories and possessions for which we have not received proper statements of account and/or proper payments of mechanical royalties. More specifically, Modular has failed to tender statements of account and accompanying payments of mechanical royalties on a regular or systematic basis in material breach of the applicable mechanical licenses set forth on Exhibit "A".

**Accordingly, this letter serves as our formal written demand that Modular immediately cease, desist, and refrain from any further violation of BMG's and/or the rights of Mr. Parker and Mr. Watson in and to the Compositions until any and all such breaches are cured (with respect to the applicable mechanical licenses).**

Please forward to my attention, no later than thirty (30) days from receipt of this letter, a full accounting of any and all uses of the Compositions by Modular including, but not limited to, any and all uses involving the manufacture, sale and/or distribution of the Compositions in connection with phonorecords along with any and all revenues (or other remuneration) received therefrom.

**BMG RIGHTS MANAGEMENT (US) LLC**

1745 Broadway • 19<sup>th</sup> floor  
New York • NY 10019  
U.S.A.

Phone +1 212 561-3527  
Fax +1 212 683-2040

Mail keith.hauprich@bmgchrysalis.com  
Internet [www.bmgchrysalis.com](http://www.bmgchrysalis.com)

Should Modular not promptly cure the breaches set forth herein, we are fully prepared to pursue any and all rights granted pursuant to the United States Copyright Act and any and all additional legal causes of action including, but not limited to, breach of contract and unfair competition as well as rescinding any and all mechanical licenses.

Nothing contained in this letter is intended, or shall be construed, as an admission of any fact, nor a waiver of any rights, claims or remedies which we have asserted or may assert in the future in connection with this matter. This letter is sent without waiver of any of our rights and remedies, at law or in equity, each of which is expressly reserved.

This letter is not for publication or dissemination which is prohibited.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith C. Hauprich", with a long horizontal flourish extending to the right.

Keith C. Hauprich  
Vice President, Business & Legal Affairs

**Exhibit "A"**

*Applicable Mechanical Licenses*

1. Mechanical License No. US-MEC-4036 dated March 3, 2014 by and between BMG Rights Management (US), LLC and Modular Recordings relating to the album entitled "InnerSpeaker"
2. Mechanical License No. US-MEC-4038 dated March 3, 2014 by and between BMG Rights Management (US), LLC and Modular Recordings relating to the album entitled "InnerSpeaker"
3. Mechanical License No. US-MEC-7148 dated March 4, 2014 by and between BMG Rights Management (US), LLC and Modular Recordings relating to the album entitled "Tame Impala EP"
4. Mechanical License No. US-MEC-7341 dated March 4, 2014 by and between BMG Rights Management (US), LLC and Modular Recordings relating to the album entitled "Tame Impala EP"
5. Mechanical License No. US-MEC-7342 dated March 3, 2014 by and between BMG Rights Management (US), LLC and Modular Recordings relating to the album entitled "Lonerism"
6. Mechanical License No. US-MEC-7352 dated March 5, 2014 by and between BMG Rights Management (US), LLC and Modular Recordings relating to the album entitled "Lonerism"